



Our vision of Coeur d'Alene is of a beautiful safe city
that promotes a high quality of life and sound economy
through excellence in government

GENERAL SERVICES/PUBLIC WORKS COMMITTEE

with

Council Members McEvers, Miller, & Gookin

April 24, 2023, 12:00 p.m.

Library Community Room

702 Front Avenue

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1 Request Approval of a Three-year Agreement with North Idaho BMX – Director Bill Greenwood, Parks and Recreation Department.
- Item 2 Request Acceptance of Bid of and Award a Contract to Apollo, Inc., for the Solids Building Improvements Project, in the amount of \$5,441,903.00 – Capital Program Manager Mike Becker, Wastewater Department.
- Item 3 Request Approval of an Agreement with the Downtown Association, in the Annual Amount of \$63,000.00, to Perform Certain Specified Duties within the Downtown Core – City Accountant Stephanie Padilla, Finance Department.
- Item 4 Request Approval of an Agreement with HGACBuy for a Cooperative Purchasing Program – City Accountant Stephanie Padilla, Finance Department.

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.

- Item 5 Request Approval of a Memorandum of Understanding with Kootenai County for a Five-Year Fixed Fee Structure for Use of the Motorola Spillman Public Safety CAD/RMS System – Fire Chief Tom Greif, Fire Department.
- Item 6 Request 1) Approval of the Donation of Used Self-Contained Breathing Apparatus (SCBA) to Local First Responder Agencies, and 2) Approve the Donation Agreement with Kootenai County Fire & Rescue which Includes a 2017 Ford Explorer SUV in Exchange for Used SCBAs– Fire Chief Tom Greif, Fire Department.
- Item 7 Request Approval of the Continuation of the Franchise Agreement with Fatbeam, LLC – City Administrator Troy Tymesen.

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.

**GENERAL SERVICES/PUBLIC WORKS
STAFF REPORT**

DATE: **APRIL 24, 2023**

FROM: **BILL GREENWOOD, PARKS & RECREATION DIRECTOR**

SUBJECT: **RENEWAL OF BMX ASSOCIATION AGREEMENT** (*action Item*)

DECISION POINT:

Should the City Council approve a three (3) year agreement with North Idaho BMX, Inc., d/b/a Cherry Hill BMX, for races and events at Cherry Hill Park?

HISTORY:

North Idaho BMX was a major contributor to the BMX Track at Cherry Hill. It provided the equipment, labor and most of the material to construct the track. It has also been the main contributor to maintaining the track and preparing for event use. The track has been in place for 17 years and has been very successful in engaging youth in the sport of BMX bicycling.

FINANCIAL ANALYSIS:

North Idaho BMX is saving the City a lot of costs with regard to maintaining the track since it does the vast majority of the work. It will continue to do the maintenance of the track which also includes litter and debris removal within the vicinity of the track.

PERFORMANCE ANALYSIS:

This year our Recreation Division is partnering with North Idaho BMX to offer riding classes for this upcoming race season. Hopefully, we will be able to continue these classes in the years to come. Attached is the agreement that spells out the responsibilities and expectations of North Idaho BMX and the City. The terms of this agreement as the same as the terms and conditions of prior agreements.

DECISION POINT:

City Council should approve a three (3) year agreement with North Idaho BMX, with the option for an additional three-year term, for races and events at Cherry Hill.

AGREEMENT

THIS AGREEMENT is entered into the ___ day of _____, 2023, between the **CITY OF COEUR D' ALENE**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and **NORTH IDAHO BMX, INC.**, a nonprofit corporation, organized pursuant to the laws of Idaho, whose address is 8535 N. Scottsworth St., Post Falls, ID 83854, hereinafter referred to as the "NIBMX."

W I T N E S S E T H:

WHEREAS, City owns property abutting 15th Street and Hazel Avenue, commonly referred to as the Cherry Hill Community Park; and

WHEREAS, the active Cherry Hill Community Park includes a BMX track which NIBMX desires to use; and

WHEREAS, NIBMX has committed money and in-kind services to help develop the Cherry Hill Community Park; and

WHEREAS, the City and NIBMX have previously entered into agreements for the use of the BMX track and the current agreement has reached the end of its term; and

WHEREAS, the parties now desire to enter into a new agreement.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Term: The term of this agreement shall run from April 1, 2023, to April 1, 2026. The Parks and Recreation Commission, in its sole discretion, may recommend to the City that a second three-year agreement with NIBMX be negotiated with the City and that such negotiations would begin in November 2025.

2. Site: The BMX Track is more particularly described in Exhibit "A," attached hereto and by this reference incorporated herein.

3. Maintenance: NIBMX will prepare and maintain BMX Track at the Cherry Hill Community Park.

4. Admission Costs and Fees: All events at Cherry Hill Community Park will be open to the general public and no admission fee will be charged by NIBMX for admission to events at Cherry Hill Community Park without permission from the Parks Director, except as set forth in paragraph 13 below entitled "Set Aside of Park."

5. Clean-up of Site: All trash and debris generated by any event, practice or race held at the BMX Track at Cherry Hill Community Park shall be removed and properly disposed of by NIBMX. Miscellaneous items such as chairs and equipment must be removed from the site after each event, practice or race. No structures or vehicles will be allowed to remain on site other than those identified in this agreement.

6. Storage Facility: A 12' x 20' storage facility will be allowed at the site for tools and supplies to be used by NIBMX. The design and placement of the storage facility will be made by the Coeur d'Alene Parks Director. Cost of the storage facility and amenities will be borne by the Association, including any permits that may be required.

7. Concessions: NIBMX may bring in a mobile concession for races or events, including vendors with items specific to the event. The Coeur d'Alene Parks Director will approve the design and placement. All permits must be obtained and paid for by NIBMX.

8. Improvements: Any improvements set forth in to this Agreement, shall be paid solely by NIBMX, no additional improvements shall be installed without prior written approval from the Parks Director.

9. Use of Track: NIBMX shall submit a schedule to the Coeur d'Alene Parks Director for approval at least two months prior to the beginning of the season. NIBMX shall have priority use.

10. Proprietary Interest: NIBMX will have no proprietary interest in the improvements undertaken by NIBMX at Cherry Hill Community Park.

11. Fencing: No additional fencing will be installed other than portable fences for races or events. Portable fences cannot be installed sooner than twenty-four (24) hours before a race or events and must be removed within twenty-four (24) hours after a race or event.

12. Portable Fencing: That the location, fence material, and method of installation of the portable fences must be approved by the Parks Director, and said installation shall be done by NIBMX at NIBMX's sole expense unless the City agrees to install the portable fencing for a fee.

13. Use of Park: The Cherry Hill BMX Track shall not be exclusively used for BMX races or events and the City may schedule other activities there.

14. City Projects: NIBMX understands and agrees that during the term of this Lease Agreement the City or agents of the City may commence projects involving public properties which may require the City to terminate this Lease Agreement, or cancelling one or more races or events, pursuant to the notice provision in Section 24 below. NIBMX specifically waives any claim as to lost profits or business under such circumstances.

15. Loudspeakers: Any use of loudspeakers must conform to Municipal Code 5.24.030.

16. Hold Harmless: NIBMX shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of NIBMX's use, construction, and/or maintenance of the improvements by NIBMX. Additionally, NIBMX hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including use of the active Cherry Hill Community Park by NIBMX, its sponsors, players, and fans. To this end, NIBMX shall provide liability insurance, naming the City as an additional insured, in the amount of at least Five Hundred Thousand Dollars (\$500,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement, which the certificate must be approved by the City Attorney.

17. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.

19. Termination/Default: In the event NIBMX fails, neglects, or refuses to perform any covenant or condition required of NIBMX herein, that City may terminate this Agreement, retaining any and all improvements made by NIBMX as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

20. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

21. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

22. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

23. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d' Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of the said City hereto, and NIBMX has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

NORTH IDAHO BMX, INC.

By: _____
James Hammond, Mayor

By: _____
President

Printed Name

By: _____
Renata McLeod, City Clerk

By: _____

Printed Name

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared James Hammond and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared _____, known to me to be the President of North Idaho BMX, Inc., and the person whose name is subscribed to the within instrument and acknowledged that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT "A"



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: APRIL 24,2023

FROM: MIKE BECKER, CAPITAL PROGRAMS MANAGER,
WASTEWATER DEPARTMENT

SUBJECT: BID RESULTS FOR THE SOLIDS BUILDING IMPROVEMENTS
PROJECT

DECISION POINT: Should City Council accept the low bid of and award a contract to Apollo Inc., for the City of Coeur d'Alene (City) Wastewater Department's Solids Building Improvements Project in the amount of \$5,441,903.00?

HISTORY: In compliance with the Wastewater Departments 2018 Facility Plan's Implementation Schedule, the Solids Building Improvements Project is a planned multi-year project and includes the following scope of work:

- Take over contract and payment obligation to GEA for procurement of centrifuge
- Replacement of belt filter press with owner-furnished centrifuge (dewatering) equipment
- Expansion and enclosure of building for future dewatering equipment & larger loadout area
- Replacement of polymer injection system
- Installation of new conveyors from centrifuges to loadout area for larger trucks
- Construction of biological trickling filter odor control and mitigation system
- Installation of as new mixer and floating geosynthetic cover within centrate tank
- Misc. HVAC, piping and valving, electrical, communication and software integration

The city procured a new GEA® Centrifuge in 2021 and took delivery in March 2022. Since this project includes specialty construction, and following Idaho Code 67-2805, the Wastewater Department began a general contractor prequalification and bidding process for this project. On April 11, 2023, two bids were opened and read aloud.

FINANCIAL ANALYSIS: The following is a breakdown of the bids received for this project:

Bidder	Lump Sum Bid
<i>Apollo, Inc.</i>	<i>\$5,441,903.00</i>
Clearwater Construction and Management, LLC.	\$5,583,773.90
Slayden Construction, Inc.	No Bid Submitted
Engineer's Revised Estimate of Probable Costs:	\$5,500,000.00

PAGE 2

Based on HDR Engineer's review of bids, the responsive and low bidder is Apollo, Inc. The Wastewater Department also found its bid proposal complete and in order, and has budget authority for this multi-year project. Currently, \$1.4M has been allocated for the first year of this project, and will budget accordingly in the following FY 2023/2024.

PERFORMANCE ANALYSIS: Apollo has successfully completed two major treatment plant projects to the Wastewater Department's satisfaction. It is in Good Standing with the Idaho Secretary of State and presently holds the appropriate Idaho Public Works License. A review of its subcontractors has revealed all possess the proper licenses for the work as required by the Instruction to Bidders. On March 31, 2023, the City received the Idaho Department of Environmental Quality's approval for construction of this project in conformance with IDAPA 58.01.16.

DECISION POINT/RECOMMENDATION: City Council should accept the low bid of and award a contract to Apollo Inc., for the City of Coeur d'Alene Wastewater Department's Solids Building Improvements Project in the amount of \$5,441,903.00.

SECTION 00 52 13
AGREEMENT FORM

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2023, by and between CITY OF COEUR D'ALENE, hereinafter called Owner, and Apollo, Inc. hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The project work is generally described as follows:

1. Installation of one (1) new Owner furnished dewatering centrifuge and ancillary electrical, instrumentation, and controls work. The centrifuge is currently being stored onsite at the Coeur d'Alene Advanced Wastewater Treatment Plant (AWTF). The centrifuge shall be tested to determine if it meets the minimum requirements specified.
2. Expansion to the existing Solids Handling Building at the Coeur d'Alene AWTF, including an upper level to house future dewatering equipment and lower level for truck loadout.
3. Installation of a new polymer system and associated piping modifications to allow both the existing and new centrifuge to operate in parallel.
4. Installation of new conveyors in the dewatering room and truck load-out to accommodate dewatered solids from the new centrifuge.
5. HVAC and odor control improvements to the Solids Building, including installation of one new biological trickling filter unit for odor mitigation.
6. Installation of a new floating geosynthetic cover and new floating mixer in the existing centrate storage tank, a separate and standalone bid item.
7. Other miscellaneous electrical, building, piping, and valve improvements.

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **City of Coeur d'Alene AWTF Solids Building Improvements Project.**

Article 2. CONTRACT TIME.

- 2.1 The Work shall be substantially completed within 240 calendar days after the date when the Contract Times commence to run as provided in the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 calendar days. Final payment will be withheld until final completion and acceptance of the Work, as stipulated in this Agreement.
- 2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$ 500.00) for each day that expires after the time specified herein until the Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

Assigned City of Coeur d'Alene Wastewater Department – Centrifuge Pre-purchase contract with GEA Mechanical Equipment US, Inc. GEA Westfalia Separator Division (Assigned Contract Seller):

- a. Liquidated damages assessed by Owner to Contractor for the failure of Contractor to achieve Substantial Completion or Final Completion, which are determined to be caused by delaying events solely caused by the Assigned Contract Seller, shall be assessed at the Liquidated Damage amount for the specific delaying event(s) which caused the delay(s) as calculated in City of Coeur d'Alene Wastewater Department – Solids Building Improvements Centrifuge Prequalification contract Specification Section 00 50 13 Paragraph 2.04.
- b. The maximum total amount for liquidated damages assessed by Owner to Contractor for delays solely caused by the Assigned Contract Seller shall be capped at the amount listed in City of Coeur d'Alene Wastewater Department – Solids Building Improvements Centrifuge Prequalification Contract Specification Section 00 50 13 Paragraph 2.04.

Article 3. CONTRACT PRICE.

- 3.1 Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents the sum (subject to adjustment as provided in the Contract Documents) \$ 5,441,903.00 *Five-million, Four-hundred forty-one thousand, Nine-hundred three and no/100 dollars*. All specific contingency allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

Article 4. PAYMENT PROCEDURES.

- 4.1 Contractor shall submit applications for payment in accordance with the General Conditions. Applications for payment will be processed as provided in the General Conditions. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment. Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Department. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- 4.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- 4.3 Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

Article 5. INSURANCE.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CONTRACTOR shall indemnify the CITY against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall indemnify, defend and hold the CITY harmless from all claims arising from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the CITY as one of the insureds in the amount required by the Insurance Specifications for Seller for Procurement Contracts for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the CITY prior to cancellation of the policy shall be filed in the office of the City Clerk. The CONTRACTOR shall furnish the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Bidding Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, if selected as Contractor; and (c) Contractor's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Contractor that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement, including the Centrifuge Procurement Contract Documents.
- 7.3 Performance Bond, Payment Bond, and Bid Bond.
- 7.4 Invitation to Bid.
- 7.5 Instructions to Bidders and Bid Form.
- 7.6 Certificate(s) of Insurance.
- 7.7 General Conditions.
- 7.8 Supplementary Conditions.
- 7.9 Wage Rates.
- 7.10 Appendices
- 7.11 Addenda listed on the Bid forms (if applicable).
- 7.12 Contractor's executed Bid forms.
- 7.13 Documentation submitted by Contractor prior to Notice of Award.
- 7.14 Notice of Award.
- 7.15 Notice to Proceed.
- 7.16 Any modification, including Change Orders, duly delivered after execution of Agreement.
- 7.17 Any Notice of Partial Utilization.
- 7.19 Notice of Substantial Completion.

7.20 Notices of Final Completion and Acceptance.

7.21 Drawings

7.22 Specifications

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a modification (as defined in the General Conditions).

Article 8. MISCELLANEOUS.

8.1 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.2 Assignment of Contract

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 Successors and Assigns

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 Contractor's Certifications

Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.5:

Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Pursuant to Idaho Code § 67-2346, the Contractor affirms that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

8.6 Contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or fewer persons are employed by the contractor, in which case the Contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the Contractor must give preference to the employment of bona fide residents in the performance of said work. (Idaho Code § 44-1002).

8.7 Title VI of the Civil Rights Act of 1964

During the performance of this contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination.** Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports.** Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

- a. Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.
- b. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

8.8 Other Provisions

Assignment of Owner-Purchased Material and Equipment Contracts.

1. Owner has entered into Contract for the furnishing of Goods and Special Services for a dewatering centrifuge and reserves the right to assign said Contract to Contractor. Contractor hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
2. The Contract will be executed in the name of Buyer initially, and will be assigned to Contractor by Buyer. Contractor's responsibilities will include those of the Buyer and installation of the Goods. As of the date of acceptance of assignment by the Contractor, all references in the assigned Contract Documents to Buyer shall mean the Contractor.
3. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under that Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the Contractor. Notwithstanding any other provision of this Agreement, Owner shall continue to own all property, instrumentalities, or other goods supplied for the Coeur d'Alene Solids Building Improvements project, whether installed or not, after any assignment to Contractor. Contractor shall have no claim or interest in said property, instrumentalities, or other goods by reason of any assignment.
4. After assignment, all performance, warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(Contractor)

(SEAL & ATTEST)

By _____

Title _____

(JOINT VENTURE)

(SEAL & ATTEST)

By _____

Title _____

CITY OF COEUR D'ALENE (Owner)

(SEAL & ATTEST)

By _____
James Hammond, Mayor

APPROVED AS TO FORM:

Renata McLeod, City Clerk

END OF SECTION



CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT

**GENERAL CONTRACTOR BID RESULTS
to the
SOLIDS BUILDING IMPROVEMENTS PROJECT**



SOLIDS BLDG. PROJECT VIEW FROM TRAIL



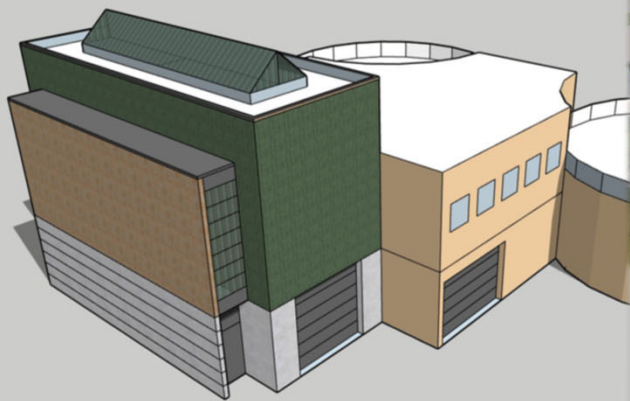
FUTURE



TODAY



SOLIDS BLDG. PROJECT VIEW FROM N.I.C.



FUTURE



TODAY



SOLIDS BUILDING IMPROVEMENTS PROJECT

4/11/2023 Bid Date	Prequalified Bidders	
Bid Breakdown	Clearwater Construction and Management, LLC.	Apollo, Inc.
Dewatering Base Bid:	\$ 5,033,170.90	\$ 5,062,000.00
Centrate Tank Cover Bid:	\$ 187,900.00	\$ 33,000.00
Odor Control Fan Bid:	\$ 30,700.00	\$ 23,000.00
Assume Procurement Contract:	\$ 197,903.00	\$ 197,903.00
Contingency Allowance:	\$ 134,100.00	\$ 126,000.00
Total Bid Price:	\$ 5,583,773.90	\$ 5,441,903.00
Revised Engineer's Estimate of Probable Construction Costs: \$5.5M		



STAFF'S RECOMMENDATION:

CITY COUNCIL SHOULD ACCEPT THE LOW BID OF AND AWARD A CONTRACT TO APOLLO INC., FOR THE CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT'S SOLIDS BUILDING IMPROVEMENTS PROJECT IN THE AMOUNT OF \$5,441,903.00.



QUESTIONS?



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: **APRIL 24, 2023**

FROM: **STEPHANIE PADILLA, ACCOUNTANT, FINANCE DEPARTMENT**

SUBJECT: **APPROVE AN AGREEMENT WITH THE DOWNTOWN ASSOCIATION**

DECISION POINT: Should the City Council approve a three-year agreement with the Downtown Association?

HISTORY: The Downtown Association was established in May 1990 as a comprehensive, non-profit, downtown management agency governed by a membership-elected Board of Directors. The Downtown Association operates in the boundaries of the Downtown Core and operates the Business Improvement District (BID). A working partnership between the City of Coeur d'Alene and the Downtown Association has been in existence since 1990. Through the working partnership, the Downtown Association assists the City of Coeur d'Alene in preserving the majestic atmosphere in trade, commerce, and industry. It is advantageous for the City to use the knowledge and presence of the Downtown Association, which has the capability and resources to undertake certain obligations for the City in order to further the public health and safety of the community.

FINANCIAL ANALYSIS: Total annual contract cost is Sixty-Three Thousand Dollars (\$63,000.00). This includes a monthly fee of Three Thousand Five Hundred Dollars (\$3,500.00) for administrative support of monthly parking meetings and maintenance of the 3rd Street Parking Garage, and Five Thousand Two Hundred Fifty Dollars (\$5,250.00) paid quarterly in exchange for assistance and services provided to the City.

PERFORMANCE ANALYSIS: The partnership allows the Downtown Association to assist the City with the overall maintenance and beatification of the 3rd Street Parking Garage, snow and leaf removal on sidewalks, removal of graffiti, gathering and disposal of trash in garbage bins, and street tree maintenance in the Downtown Core. All improvements must be approved through City staff and Council.

DECISION POINT/RECOMMENDATION: Council should approve a three-year agreement with the Downtown Association for an annual cost of \$63,000.00.

AGREEMENT

THIS AGREEMENT, made and dated this ____ day of _____, 2023, by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and the **Coeur d'Alene Downtown Association, Inc.**, a non-profit corporation organized and existing under the laws of the State of Idaho, with its principal place of business at 105 N. 1st Street, Suite 100, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, the City has various municipal codes which allow and or regulate activities in the Downtown Core District and the Downtown Business Improvement District (established pursuant to Coeur d'Alene Ordinance No. 2293), including but not limited to sidewalk uses and a business improvement district; and

WHEREAS, the Association is a business association operating within the boundaries of the Downtown Core and has contracted pursuant to an agreement approved by Resolution No. 96-067 to operate the Downtown Business Improvement District ("B.I.D.") established by Coeur d'Alene Ordinance No. 2293; and

WHEREAS, the Association, pursuant to agreements approved by Resolution Nos. 04-042, 01-046, and 98-069, has performed certain specified duties which would otherwise be performed by the City; and

WHEREAS, pursuant to an agreement approved by Resolution No. 91-135, the Association has from time to time in the past assisted the City in administration of sidewalk encroachment permits in the B.I.D; and

WHEREAS, the City is authorized pursuant to Idaho Code Section 50-302 to maintain peace, good government and welfare of the City and its trade, commerce, and industry; and

WHEREAS, the Association is knowledgeable and has the capability and resources to undertake certain obligations of the City which will further the public health and safety as well as maintain and enhance the welfare of the City, its trade, commerce, and industry; and

WHEREAS, the City and the Association are desirous of continuing the partnership created by the above-mentioned agreements, with some modifications to the duties and responsibilities of each, and further desire to set forth in a new agreement the modified duties and responsibilities of each, which agreement will replace all previous agreements entered into by the parties except as specifically set forth herein; and

WHEREAS, it would be in the best interest of the City and the citizens thereof that the City enter into an agreement with the Association for the performance of the duties set forth below;

NOW THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for three (3) years, commencing retroactively on the 1st day of January 2023.

SECTION 2. TIME IS OF THE ESSENCE.

The parties agree that time is of the essence in this Agreement.

SECTION 3. DUTIES OF THE ASSOCIATION.

The Association agrees as follows:

A. Performance of B.I.D. duties. The Association agrees to perform the maintenance responsibilities for the B.I.D. as set forth in the document entitled “Maintenance Responsibilities for the Coeur d’Alene Downtown B.I.D.,” which is attached hereto as “Exhibit 1” and by this reference incorporated herein.

B. Organization and Public Meetings. The Association agrees to maintain itself as a viable, active organization representing the interests of downtown businesses by continuing to hold monthly Board meetings, and by having regular committee and membership meetings. As such the Association agrees to organize and hold at least two (2) public meetings, at reasonable times and places each year for the purpose of reviewing the status of downtown activities. These meetings may be integrated with other Coeur d’Alene Downtown Association activities.

C. Signs and Beautification. The Association agrees to facilitate and coordinate with the City its utilization and placement of signs, flowers, and other aesthetically pleasing improvements in the downtown area as recommended in the "Downtown Coeur d'Alene-Economic Enhancement Strategy 1997" on file in the office of Municipal Services Director and incorporated herein as if set forth fully, hereafter referred to as the "Strategy" and any other subsequent study, plan, or design which stems from the “Strategy,” collectively referred to as the Hyatt Palma Plan.

D. Furtherance of Trade, Commerce and Industry. The Association further agrees to:

1. Review City regulations, ordinances, and policies during the term of this Agreement and make recommendations to the City for implementation of changes designed to facilitate public health, safety, and welfare including changes to further the welfare of the City, its trade, commerce, and industry.

2. Maintain an asset matrix within the B.I.D and to work with property owners and real estate investors and representatives on a regular basis to encourage vacancies be filled and to further encourage the development of quality office and mixed-use buildings within the B.I.D.
3. Seek out and work with private investors to encourage them to undertake projects and open businesses, in line with the Main Street America's Program approach as recommended by Idaho Commerce.
4. Initiate discussions with quality housing developers and local lenders to determine actions, incentives or other steps that could be employed to encourage the development of housing both owner-occupied and rental units within the B.I.D.
5. Identify specific types of businesses to be recruited consistent with the Main Street America's Program and facilitate recruitment by, among other things, arranging meetings, providing an escort, and alerting specific business owners, bankers, and City representatives of their visits so that they may assist. Existing businesses should be offered the opportunity to expand prior to recruiting from outside the B.I.D.
6. Report to the City on an annual basis regarding Association business and to communicate regularly with B.I.D members through newsletters, and other means in order to educate property owners in the B.I.D. regarding their responsibilities and the benefits of the Association.
7. Continue to market and enhance the B.I.D. through partnerships with the City, the Chamber of Commerce, Jobs Plus, and the Lake City Development Corporation.
8. Annually maintain at least four (4) action committees.
9. Develop and implement a plan to promote a Clean and Safe downtown.
10. Meet and greet all businesses within the B.I.D. and explain the Association's function and responsibilities and educate them regarding their responsibilities and the benefits of the Association.
11. Market and promote or support the marketing and promotion of events pertaining to downtown.
12. Develop and implement a successful marketing plan annually to be delivered to the City by June 30th of each year.
13. Establish and maintain an account for the funds received for electricity. This account will be used to maintain and upgrade electrical systems within the B.I.D. The Association agrees to identify the deficiencies and prepare a plan within the first year of the contract to improve the deficiencies.

14. The Association will participate on the Parking Commission and assume the administrative duties.

SECTION 4. CITY OF COEUR D'ALENE RESPONSIBILITY.

For the duration of this Agreement the City agrees to provide the following services to the Coeur d'Alene Downtown Association:

1. Monthly billings and an accounting of receipts and funds held for the B.I.D. and provide the Association with the ability to make periodic updates to the system.
2. Maintain the Parking Commission to help regulate and facilitate parking needs.
3. Provide continued assistance from City staff to the Association as appropriate.
4. Allow the Association to occupy unimproved space in the Coeur d'Alene Avenue Parking Garage, approximately six hundred (600) square feet in size, for the purpose of secure storage. Any improvements or alterations to the space by the Association must be approved by the City in writing and shall be at the Association's sole cost and expense. Upon the Association vacating the space for any reason, the Association may remove any of its property and must return the space to the condition it was in when occupancy began, normal wear and tear excepted. However, if the Association places a door to access the space from the inside of the Parking Garage, the door shall remain in place upon the Association's vacating the space.

SECTION 5. LIABILITY INSURANCE.

The Association agrees to, at its own expense, maintain liability insurance naming the City as an additional insured in the amount of One Million and no/100 Dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants from whatever cause. The Association also agrees to maintain Worker's Compensation coverage on all employees. The Association agrees to provide certificates of insurance to the Municipal Services Director providing proof of required insurance coverage. All certificates of insurance shall provide at least 30 days' notice to the City before cancellation and be in a form acceptable to the City Attorney.

SECTION 6. DEFEND, INDEMNIFY AND HOLD HARMLESS.

The Association agrees to defend, indemnify and hold the City harmless from any loss, claim, or action to which it may be put by reason of any act or omission of the Association or its employees arising in the performance of this Agreement except for damages caused by or resulting from the sole negligence of the City, its agents or employees. The parties agree that the policy of liability insurance set forth in Section 5 above entitled "Liability Insurance" shall include the provision referred to in this Section 6.

SECTION 7. INDEPENDENT CONTRACTOR.

The parties further agree that the Association is an independent contractor and not an employee of the City.

SECTION 8. CONSIDERATION.

In consideration for the services and performance herein by the Association, the City shall pay to the Association the sum of Sixty-Three Thousand Dollars (\$63,000.00) each year payable as follows: The sum of Three Thousand Five Hundred Dollars (\$3,500.00) payable by the 25th day of each month for the term of this Agreement unless prior termination occurs pursuant to Section 17 or 18 of this Agreement. In the third year of this contract, consideration will be increased based upon the July Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period.

Should funding become not available, due to lack of appropriation, the City may terminate this agreement upon 30 (thirty) days' notice.

SECTION 9. FURTHER CONSIDERATION.

The parties agree that in exchange for the services and performance of the Association described above that the City will pay to the Association the additional sum of Five Thousand Two Hundred Fifty Dollars (\$5,250.00) quarterly upon the submission of a quarterly progress report to the City in the form attached as Exhibit "2".

SECTION 10. NOTICES.

Any notice under this Agreement shall be in writing and either personally served or sent by placing such written notice in the United States Mail, properly addressed to the Association or to the City at the addresses hereinafter stated, with proper postage affixed. Service of any notice may also be accomplished in any manner provided for the service of process under Idaho Rules of Civil Procedure, Rule 5(b).

Notices to the Association:

Coeur d'Alene Downtown Business Association, Inc.
105 N. 1st Street, Suite 100
Coeur d'Alene, Idaho 83814

Notices to the City:

Municipal Services Director and City Clerk
710 Mullan Avenue
Coeur d'Alene, ID 83814

SECTION 11. VENUE.

This Agreement shall be performed pursuant to the laws of the state of Idaho. Any litigation regarding this Agreement or any of the provisions contained herein shall be brought in Kootenai County, Idaho. The prevailing party shall be allowed such reasonable amount for attorney's fees, costs, and expenses as may be set by the court.

SECTION 12. CONFLICT OF INTEREST.

No officer or employee of the City having the power or the duty to perform any official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing or value from or to any person involved in this Agreement.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assigned by the Association without the prior written approval of the City.

SECTION 14. NO DISCRIMINATION.

In the performance of this Agreement, the parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, or age.

SECTION 15. SECTION HEADINGS.

The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

SECTION 16. ENTIRE AGREEMENT.

This Agreement with exhibits herein, constitutes the entire Agreement between the parties hereto and may not be modified except by an instrument in writing signed by both parties.

SECTION 17. TERMINATION FOR CAUSE.

In the event the Association fails, neglects, or refuses to perform any covenant or condition herein required, the City may terminate this Agreement, or the City may, at its option, require specific performance of the terms hereof or take such other recourse as may be open to it in law or in equity. Provided, however, that before declaring such default, the City shall notify the Association in writing of the particulars in which it deems the Association to be in default, and the Association shall have five (5) days from the time such written notice has been placed in the United States Mail addressed to the Association at the address hereinabove stated, with proper postage affixed, within which to remedy the default. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil

Procedure, Rule 5(b). In the event of personal service, the Association shall have four (4) days from the time of such service to remedy the default.

SECTION 18. TERMINATION FOR CONVENIENCE OF CITY.

This Agreement may be terminated by the City for its convenience by giving thirty (30) days written notice to terminate to the Association specifying the effective date of such termination. In this event, the City shall have no further obligations under this Agreement including the monthly payments set forth in Section 8 and 9 entitled "Consideration" and "Further Consideration".

SECTION 19. SEVERABILITY.

If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, unconscionable, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City and the Association has caused the same to be signed by their respective Presidents, the day and year first above written.

CITY OF COEUR D'ALENE,

COEUR D'ALENE DOWNTOWN
ASSOCIATION, INC. KOOTENAI COUNTY,
IDAHO

By: _____
James Hammond, Mayor

By: _____
Its: President

ATTEST:

Renata McLeod, City Clerk

Its: Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared **James Hammond** and **Renata McLeod**, known to me to be the City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said city of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing in _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2023, before me, a Notary Public, personally appeared _____, known to me to be the _____, of the **Coeur d' Alene Downtown Association, Inc.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing in _____
My Commission Expires: _____

**MAINTENANCE RESPONSIBILITIES
FOR THE COEUR D'ALENE DOWNTOWN B.I.D.**

"O" indicates duty to inspect and oversee

"M" indicates duty to maintain, repair, replace and/or pay cost

	Downtown	City of CDA
Sidewalks		
Repair cracks, buckling, & Other unsafe conditions	O	O/M
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and maintenance	O/M	
Weeds, gum, and graffiti abatement	O/M	
Pavers	O	O/M
Trees and Grates		
Spraying for bugs	O/M	O
Replacement (reasons other than damage)		O/M
Replacement/repair Trees and Grates (if damaged by property owners of B.I.D. operations)	M	O
Prune and Maintenance	M	O
Trash Cans		
Paint	O/M	
Repairs & Replacement	O	M
Trash removal weekly	O/M	
Trash removal/special events	O/M	
Street Benches (120)		
Replacement, Repair and installation		O/M
Paint and Varnish		O/M
Flower Basket/Decorations		
Replacement	O/M	
Watering & weeding	O/M	
Installation	O/M	
Repairs of banner arms and clamps	O/M	
Repainting banner poles	O/M	
Water Fountains		
Paint	O	O/M
Exterior plumbing	O	
Repair		O/M
Replacement		O/M
Interior plumbing	O	
Visible plumbing to and including waterline hookup		O/M
Electrical		
Tree electrical boxes	O	O/M
Repair	O	O/M
Replacement		O/M
Main panel work (unless damaged caused by circuits or overloaded circuits)		O/M

**MAINTENANCE RESPONSIBILITIES
FOR THE COEUR D'ALENE DOWNTOWN B.I.D.**

"O" indicates duty to inspect and oversee

"M" indicates duty to maintain, repair, replace and/or pay cost

	Downtown	City of CDA
Street Lamp/Poles		
Paint		O/M
Globe replacement		O/M
Snow Removal		
Sidewalks	O/M	
Streets		O/M
Curb Berm	O/M	
Intersections		O/M
Newspaper Stands		
Paint	O/M	
Repair/replacement	O/M	
Irrigation		
Repairs	O	O/M
Seasonal opening/closing		O/M
Water consumption	O/M	
4th Street Parking Garage		
Repairs & Maintenance of equipment	O	O/M
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and Maintenance	O/M	
Weeds, trash, graffitied in surrounding garden beds	O/M	
Centennial Park		
Repairs cracks, buckling, & other unsafe conditions		O/M
Defacement (e.g. weeds, gum, graffiti)	O/M	
Daily cleaning and maintenance	O/M	
Weeds, gum, and graffiti abatement	O/M	
Lawn and plant care	O/M	

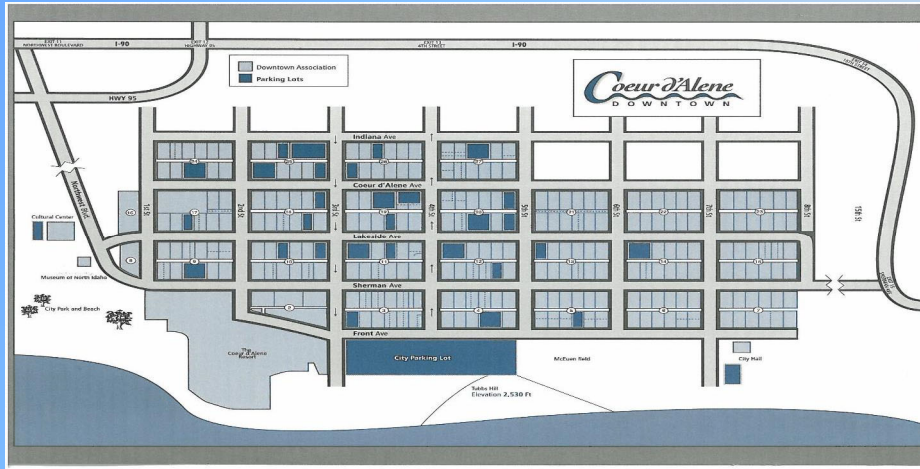


City of Coeur d'Alene

**Approve an agreement with the
Downtown Association**



Downtown Core



Downtown Association

What We Do



ECONOMIC VITALITY

- Engage in Business Recruitment & Retention
- Connect Businesses to Grant Funding
- Act as Educational Resource
- Manage Business Improvement District

ORGANIZATION

- Partnerships
 - City of Coeur d'Alene
 - Ignite CDA
 - Coeur d'Alene Regional Chamber
 - Coeur d'Alene Convention and Visitor Bureau (CVB)
- Business Improvement District Engagement

DESIGN

- Sidewalk Cleaning
- Trash Removal
- Flower Baskets
- Banners
- Holiday Lights
- Snow Removal
- Graffiti Removal
- Tree Pruning
- Irrigation
- Sherman Square Park

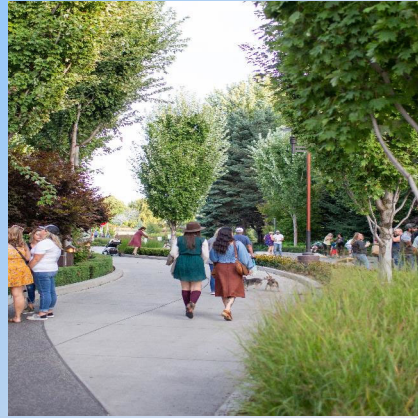
PROMOTION

- Events
 - Mac & Cheese Festival
 - Car d'Alene
 - Brewfest
 - Street Fair
- Regional Outreach
- Oktoberfest
- Farmers Market
- Wine Extravaganza
- Lighting Ceremony
- Parade

Four Point Approach



Preserving the majestic atmosphere in trade, commerce, and industry



Graffiti Removal



Questions ?



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: APRIL 24, 2023

FROM: STEPHANIE PADILLA, ACCOUNTANT, FINANCE DEPARTMENT

SUBJECT: CONTRACT WITH HGACBUY FOR A COOPERATIVE PURCHASING PROGRAM

DECISION POINT:

Should the City Council approve a contract with HGACBuy so that the City may participate in a Cooperative Purchasing Program pursuant to Idaho Code § 67-2807?

HISTORY:

HGACBuy is a nationwide government procurement service and allows for local governments to make purchases or provide purchasing services without individually following a formal bid process. As required by State law, HGACBuy has followed a formal bid process for items the City may wish to purchase. HGACBuy has over 800 approved suppliers and contractors, which include local authorized resellers, it provides volume purchasing and pricing discounts, and offers an expedited procurement process that can eliminate the time to prepare and perform a competitive bid process. HGACBuy has been serving local governments for more than 40 years.

FINANCIAL ANALYSIS:

There is no cost to the City. All purchases through HGACBuy will still require approval by Council, through budget approval or project approval.

PERFORMANCE ANALYSIS:

HGACBuy will be an additional source for purchasing public safety, public works, emergency services, and communication equipment, as a wide variety of capital equipment is currently available under the approved competitive bid contract with HGACBuy. At the discretion of the City, purchases can be made directly through HGACBuy. The City has previously approved Sourcewell's cooperative purchasing program,

DECISION POINT/RECOMMENDATION:

Council should approve the contract with HGACBuy so the City can participate in its Cooperative Purchasing Program.



City of Coeur d'Alene

Approve Interlocal Contract with
HGACBuy



City of Coeur d'Alene - Purchasing



Why HGACBuy?

1246

Vendors

6597

Products & Services



HGACBuy – Capital Equipment

BME, Commercial Pumper, Side Mount, Freightliner Chassis, 1000 Gallon Water Tank, 1500 GPM Pump

Manufacturer
Boise Mobile Equipment Inc.

Contract
F512-19

Contract Category
General Purpose, Emergency & Autonomous Vehicles

Product Description
BME, Commercial Pumper, Side Mount, Freightliner Chassis, 1000 Gallon Water Tank, 1500 GPM Pump

\$438,125.00

BME, Commercial Pumper, Side Mount, International HV Chassis, 1000 Gallon Water Tank, 1500 GPM Pump

Manufacturer
Boise Mobile Equipment Inc.

Contract
F512-19

Portable decontamination systems for facilities, vehicles, and equipment. Devices are used for immediate response to infectious disease/biohazard incidents, as well as for proactive use to minimize the risk of infection and illness.

Manufacturer
AeroClave LLC

Contract
EP11-20

Contract Category
Emergency Equipment & Supplies

Product Description
Portable decontamination systems for facilities, vehicles, and equipment. Devices are used for immediate response to infectious disease/biohazard incidents, as well as for proactive use to minimize the risk of infection and illness.

Discount

Price Unit
EA



HGACBuy - Members

City of Bellevue (ID)	Out of State	Bellevue	Idaho	City
City of Blackfoot (ID)	Out of State	Blackfoot	Idaho	City
City of Boise (ID)	Out of State	Boise	Idaho	City
City of Burley (ID)	Out of State	Burley	Idaho	City
City of Caldwell (ID)	Out of State	Caldwell	Idaho	City
City of Garden City (ID)	Ada	Garden City	Idaho	City
City of Idaho Falls (ID)	Out of State	Idaho Falls	Idaho	City
City of Ketchum (ID)	Blaine	Ketchum	Idaho	City
City of Kooskia (ID)	Idaho	Kooskia	Idaho	City
City of Lewiston (ID)	Out of State	Lewiston	Idaho	City
City of Meridian (ID)	Out of State	Meridian	Idaho	City
City of Moscow (ID)	Out of State	Moscow	Idaho	City
City of Mountain Home (ID)	Out of State	Mountain Home	Idaho	City
City of Nampa (ID)	Out of State	Nampa	Idaho	City
City of Pocatello (ID)	Bannock	Pocatello	Idaho	City
City of Sandpoint (ID)	Out of State	Sandpoint	Idaho	City
City of Soda Springs (ID)	Out of State	Soda Springs	Idaho	City
City of Twin Falls (ID)	Out of State	Twin Falls	Idaho	City
Eagle Fire Protection District (ID)	Out of State	Eagle	Idaho	FD, or RFPD
Eagle Sewer District (ID)	Out of State	Eagle	Idaho	Utility or other Related District (irrigation, water, sanitary, or electricity district)
Elmore County Sheriff's Office (ID)	Elmore	Mountain Home	Idaho	Judicial (Courts)

Glenns Ferry Highway District (ID)	Elmore	Glenns Ferry	Idaho	COGS & Special Districts (or 9-1-1)
Gooding County Ambulance District (ID)	Out of State	Gooding	Idaho	COGS & Special Districts (or 9-1-1)
Hagerman Fire Protection District (ID)	Gooding	Hagerman	Idaho	FD, or RFPD
Idaho County (ID)	Out of State	Grangeville	Idaho	County
Kootenai County (ID)	Out of State	Coeur d'Alene	Idaho	County
Kootenai County Fire & Rescue (ID)	Out of State	Post Falls	Idaho	FD, or RFPD
Kuna Rural Fire District (ID)	Ada	Kuna	Idaho	FD, or RFPD
Latah County (ID)	Latah	Moscow	Idaho	County
Madison School District #321 (ID)	Out of State	Rexburg	Idaho	ISDs & Colleges
Meadows Valley Rural Fire District	Adams	New Meadows	Idaho	FD, or RFPD
Moscow Rural Fire District (ID)	Out of State	Moscow	Idaho	FD, or RFPD
Nampa & Meridian Irrigation District (ID)	Out of State	Nampa	Idaho	Utility or other Related District (irrigation, water, sanitary, or electricity district)
North Ada County Fire & Rescue District (ID)	Out of State	Garden City	Idaho	FD, or RFPD
North Cassia Rural Fire District (ID)	Out of State	Burley	Idaho	FD, or RFPD
Oakley Fire Protection District (ID)	Cassia	Oakley	Idaho	FD, or RFPD
Payette County (ID)	Payette	Payette	Idaho	County
Payette Lakes Recreational Water and Sewer District (ID)	Valley	McCall	Idaho	Utility or other Related District (irrigation, water, sanitary, or electricity district)
Regents of the University of Idaho (ID)	Latah	Moscow	Idaho	ISDs & Colleges



Questions ?



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: **APRIL 24, 2023**

FROM: **TOM GREIF- FIRE CHIEF**

SUBJECT: **MOU WITH KOOTENAI COUNTY- SPILLMAN/ MOTOROLA**

DECISION POINT:

Should the City Council approve a Memorandum of Understanding (MOU) with Kootenai County for the Fire Department’s use of the jointly operated Motorola-Spillman CAD/RMS system?

HISTORY:

The Fire Department has partnered with the Kootenai County Sheriff’s Office since the 1990’s on a regional computer aided dispatch (CAD)/Records Management System (RMS) known as Spillman which handles “notifications” of the Fire Department. General funds are budgeted to pay Kootenai County for hardware/maintenance needs and Spillman-required yearly maintenance costs.

FINANCIAL ANALYSIS:

The Department has worked with Kootenai County and Motorola – Spillman to determine which maintenance costs are the responsibility of the Department, of the County, or no longer applicable. This process took about 1 year to clarify. This resulted in Motorola creating a set fee of \$1,900.00 per year for a total 5-year maintenance and subscription fee. This fee is in addition to the annual Spillman User Fee that we already have budgeted for \$7,107.00.

PERFORMANCE ANALYSIS:

This MOU locks in maintenance fees for the next five (5) years and allows the Fire Department to work in partnership with Central dispatch/9-1-1 and other agencies on the system and does not change or alter business operations for the public safety agencies.

DECISION POINT/RECOMMENDATION:

Council should approve the MOU with Kootenai County for the Fire Department’s use of the jointly operated Motorola-Spillman CAD/RMS system for a period of five (5) years for \$1,900.00 per month.

MEMORANDUM OF UNDERSTANDING

Between

Kootenai County and the City of Coeur d'Alene

Regarding the

Spillman Public Safety System

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho ("the County"), and the City of Coeur d'Alene (Fire Department) ("the City").

I. Purpose. The purpose of this MOU is to set forth the terms and conditions under which the County will provide continued use of the Flex "Spillman" Public Safety System by public safety agencies serving Kootenai County. This includes an equitable fee structure in which all agencies will be charged a fee based on the number of user accounts and modules used by each agency. This new fee structure will assist the County in meeting the increased demand on the Spillman system as a result of increases in use and the number of user accounts.

II. Responsibilities.

A. The County shall:

1. Maintain the Spillman Public Safety System. Maintenance of the system shall, without limitation, include the following:
 - a. Maintain adequate hardware and storage;
 - b. Maintain the software, including updates, additions, and patches;
 - c. Payment of software and hardware maintenance costs, with the exception of those costs payable by individual agencies; and
 - d. Maintain adequate personnel to provide timely support to all agencies represented on the system.
2. Collect and process the agency's Motorola maintenance fees, and County IT administration fees.

B. The Agency shall:

1. Pay the County an annual administration fee for use of the system during the 2023-2027 calendar year no later than 30 days from when the invoice is received.

- a. For administration by Kootenai county Sheriff's Office IT, all agencies who require system set up, help-desk services, server support and maintenance: Two hundred forty-six dollars and no cents (\$246.00) per system user account.
 - b. All agencies who require only server support and maintenance: One hundred twenty-three dollars and no cents (\$123.00) per system user account.
2. Pay, through the County, that portion of the agency's Motorola maintenance bill based on the number of users and modules used, in the amount set forth in the Kootenai County Sheriff's Office – Host Agency Agreement – Motorola Solutions, Inc. Flex & Command Central Five-Year Plan, a copy of which is attached, and as may be amended.

III. Term and Termination.

- A. This MOU shall be deemed executed as of the date of last signature below, and shall be effective for five (5) years thereafter.
- B. Either party may terminate this MOU, with or without cause, with ninety (90) days written notice to the other party.

IV. Principal Contacts. The principal contacts for this MOU are:

	KOOTENAI COUNTY	CITY OF COEUR D'ALENE
KEY CONTACT:	Cheryl Hallgren	
AGENCY NAME:	Kootenai County Information Systems	
STREET ADDRESS:	5500 N. Government Way Coeur d'Alene, ID 83815	
MAILING ADDRESS:	P.O. Box 9000 Coeur d'Alene, ID 83816-9000	
PHONE NUMBER:	(208) 446-1386	
After Hours Number:	(208) 660-3818	
EMAIL ADDRESS:	challgren@kcgov.us	

V. General Provisions. The parties agree:

- A. That line of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- B. That modifications to this MOU may be made only by mutual consent of the parties through the issuance of a written modification agreement, signed and dated by both parties.

- C. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
- D. That this MOU shall in no way restrict the County or the Agency from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. This agreement represents the entire agreement of the parties hereto and supersedes all other contracts, oral agreements or any other memoranda.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this _____ day of _____, 2023.

AGENCY
CITY OF COEUR D'ALENE

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

DATED this _____ day of _____, 2023

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

Leslie Duncan

Bill Brooks

Bruce Mattare

**ATTEST:
JENNIFER LOCKE, CLERK**

By: _____
Deputy Clerk

3.8 Pricing Detail: COEUR D'ALENE FIRE

PRICING DETAIL FOR EACH AGENCY IS LISTED AS A COURTESY FOR KOOTENAI COUNTY'S BILLING PURPOSES AND IS REPRESENTATIVE OF THE MODULES USED BY EACH SHARED AGENCY. KOOTENAI COUNTY SHERIFF WILL RECEIVE ONE BILL ANNUALLY FOR ALL AGENCIES ON THEIR SERVER, AND WILL THEN BILL THE SHARED AGENCIES AT ITS DISCRETION.

Subscription Description	Price	
Year 1 – Jan 1, 2023 - Dec 31, 2023	\$1,900	
Year 2 – Jan 1, 2024 - Dec 31, 2024	\$1,900	
Year 3 – Jan 1, 2025 - Dec 31, 2025	\$1,900	
Year 4 – Jan 1, 2026 - Dec 31, 2026	\$1,900	
Year 5 – Jan 1, 2027 - Dec 31, 2027	\$1,900	
Total 5-Year Maintenance and Subscription Fees Due to Kootenai County:	\$9,500	
Description	Quantity	Term
Flex		
Mobile Data Computing		
MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: **APRIL 24, 2023**

FROM: **TOM GREIF- FIRE CHIEF**

SUBJECT: **DONATION AGREEMENT**

DECISION POINT:

- 1) Should the City Council approve the donation of old Self- Contained Breathing Apparatus (“SCBA”) to local fire departments and the Firefighter 1 Program at the North Idaho College (NIC) Workforce Training Center? and
- 2) Should the City Council approve a Donation Agreement between Kootenai County Fire & Rescue and the City of Coeur d’Alene?

HISTORY:

The Coeur d’Alene Fire Department replaced its SCBA this year through the city budget process as they were approaching their 15-year life span.

FINANCIAL ANALYSIS:

These used SCBA units could possibly provide 1-2 years of useful life if used in a limited capacity with little re-sale value. The City of Coeur d’Alene would receive a 2017 Ford Explorer from KCFR in return.

PERFORMANCE ANALYSIS:

The donation of these SCBA units to neighboring first responder agencies would emphasize our valued partnerships with each of them.

DECISION POINT/RECOMMENDATION:

Council should:

- 1) Approve the donation of our used SCBA units to local first responder agencies; and
- 2) Approve the proposed Donation Agreement with KCFR that includes a 2017 Ford Explorer SUV.

DONATION AGREEMENT

This is a Donation Agreement for described personal property between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), and Kootenai County Fire & Rescue, a governmental entity organized and existing under the laws of the state of Idaho (hereinafter referred to as the "KCFR").

WHEREAS, the City desires to donate Self-Contained Breathing Apparatuses and the components thereof (hereinafter referred to as the "SCBAs") owned and formerly used by the City; and

WHEREAS, the City is unwilling to make any representations or warranties whatsoever regarding the SCBAs and is only willing to gift the SCBAs to KCFR on an "as is, where is" and "with all faults" basis; and

WHEREAS, KCFR has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the KCFR's decision to accept the SCBAs from the City; and

WHEREAS, KCFR is willing to accept the SCBAs from the City without any representations or warranties whatsoever regarding the SCBAs, on an "as is, where is" and "with all faults" basis; and

WHEREAS, KCFR desires to donate a 2017 Ford Police Interceptor Utility Vehicle (hereinafter referred to as the "Explorer") with emergency light package, VIN 1FM5K8AR5HGA28001, in exchange for the donation of the SCBA's; and

WHEREAS, KCFR is unwilling to make any representations or warranties whatsoever regarding the Explorer and is only willing to gift the Explorer to the City on an "as is, where is" and "with all faults" basis; and

WHEREAS, the City has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the City's decision to accept the Explorer from KCFR; and

WHEREAS, the City is willing to accept the Explorer from the City without any representations or warranties whatsoever regarding the Explorer, on an "as is, where is" and "with all faults" basis; and

WHEREAS, the City is willing to return the Explorer to KCFR at such time as the City has no further use for it.

NOW, THEREFORE,

1. The City agrees to donate the SCBAs to KCFR and KCFR agrees to accept sixteen (16) SCBAs from the City on the terms and conditions set forth herein.

2. The City makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SCBAs donated hereby.

3. KCFR agrees that the City shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the SCBAs provided under this agreement, whether in an action in contract, tort, or equity.

4. KCFR assumes the sole and all risk of injury or harm as a result of the donation and use of the SCBAs, and agrees to release and forever discharge the City from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the SCBAs.

5. KCFR further holds harmless and agrees to indemnify and defend the City, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of the City, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the SCBAs.

6. KCFR agrees to donate the Explorer to the City and the City agrees to accept the Explorer from KCFR on the terms and conditions set forth herein.

7. KCFR makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Explorer donated hereby.

8. The City agrees that KCFR shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the Explorer provided under this agreement, whether in an action in contract, tort, or equity.

9. The City assumes the sole and all risk of injury or harm as a result of the donation and use of the Explorer, and agrees to release and forever discharge KCFR from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the Explorer.

10. The City further holds harmless and agrees to indemnify and defend KCFR, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of KCFR, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the Explorer.

11. The City agrees that it will return the Explorer to KCFR if, within five (5) years from the date of this Agreement, the City determines that it has no further use for the vehicle. KCFR will accept the return of the Explorer in an "as-is, where-is" condition, with no warranties and no obligation on the part of the City for any damage or other condition of the Explorer.

12. The City and KCFR agree to execute all instruments and documents, and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the SCBAs and the Explorer, and shall use their best efforts to consummate the transfer and donation in a timely manner.

13. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Idaho. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

DATED this ____ day of _____, 2023.

CITY OF COEUR D'ALENE

KOOTENAI COUNTY FIRE & RESCUE

By _____
_____ [Printed Name]
_____ [Title]

By _____
_____ [Printed Name]
_____ [Title]

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: APRIL 24, 2023

FROM: TROY TYMESEN, CITY ADMINISTRATOR

SUBJECT: FATBEAM FRANCHISE AGREEMENT, CONSENT TO
CONTINUE

DECISION POINT: Should the City Council consent to the continuation of the Franchise Agreement between Fatbeam, LLC, and the City of Coeur d’Alene?

HISTORY: On December 20, 2022, the City Council of the City of Coeur d’Alene adopted Ordinance 3711, granting a non-exclusive franchise to Fatbeam, LLC, (hereinafter “Fatbeam”) to construct, operate, and maintain a telecommunications system, with all necessary facilities, within the City of Coeur d’Alene. The Ordinance included a Franchise Agreement with terms and conditions that govern the relationship between Fatbeam and the City. On April 10, 2023, the City received a letter from Fatbeam, advising that a fund of Basalt Infrastructure Partners LLC (hereinafter “Basalt”) has agreed to acquire Fatbeam Holdings, LLC, of which Fatbeam is a wholly owned subsidiary, and, therefore, Basalt will own a controlling interest in Fatbeam when the transaction has been completed. The Franchise Agreement between Fatbeam and the City provides that every change, transfer, or acquisition of control of Fatbeam shall make the Franchise subject to cancellation unless and until the City Council shall have consented thereto, which consent will not be unreasonably withheld.

FINANCIAL ANALYSIS: There will be no financial impact on the City as the Franchise Agreement will remain in full force and effect according to existing terms and conditions. The current Franchise agreement is for a ten (10) year term, with an option to renew for an additional five (5) years, with payment to the City on a quarterly basis of five percent (5%) of Fatbeam’s gross revenue derived from the operation of the Telecommunications System in the City.

PERFORMANCE ANALYSIS: Pursuant to the Franchise Agreement, the City Council may inquire into the qualifications of Basalt prior to consent, but consent cannot be unreasonably withheld. Basalt is the investment advisor to the Basalt funds, comprising of Basalt I, Basalt II, Basalt III, and Basalt IV. The Basalt funds are infrastructure equity investment funds focusing on mid-market investments in utilities, power, transport, and communications infrastructure in North America and investments in utilities, power, transport, and communications infrastructure in North America and Power, Black Bear Transmission, Habitat Solar, Xpress Natural Gas, and Skyway Towers. Basalt has the legal, technical and financial qualifications to operate as a telecommunications company in accordance with the terms and conditions of the existing Franchise Agreement

DECISION POINT/RECOMMENDATION: Council should consent to the continuation of the Franchise Agreement between Fatbeam and the City.



2065 w. Riverstone drive ste. 202

Coeur d'Alene, id 83814

o 509 344 1008

f 509 344 1009

April 10, 2023

Coeur d'Alene City Hall, 710 E Mullan Avenue, Coeur d'Alene, ID 83814-3958 Attention: Troy Tymesen

Re: Council Bill No. 22-1015, Ordinance No. 3711

Dear City of Coeur d'Alene:

On March 24, 2023, Basalt Infrastructure Partners LLC ("Basalt") and SDC Capital Partners, LLC ("SDC") announced that a Basalt fund has agreed to acquire Fatbeam Holdings, LLC ("Parent") from a fund managed by SDC and other investors (the "Transaction"). The Transaction is conditional on obtaining customary regulatory approvals and is expected to be completed in Q2 2023. Our company, Fatbeam, LLC ("Fatbeam"), is a wholly owned subsidiary of Parent and therefore, Basalt will own the controlling interest in Fatbeam following the Transaction. The Transaction is expected to close in the second quarter of 2023. Additional information regarding the Transaction is available at <https://www.basaltinfra.com/#news>.

Reference is made to the City of Coeur d'Alene Franchise Agreement (Council Bill No. 22-1015, Ordinance No. 3711), dated December 20, 2022, by and between The City of Coeur d'Alene ("you") and Fatbeam LLC (the "Agreement"). Pursuant to the Agreement, your consent is required in the event of a change of control of Fatbeam (a "Change of Control"). Because the Transaction may constitute a Change of Control for purposes of the Agreement, Fatbeam requests that you consent to the Change of Control, and that you acknowledge your consent, effective as of the date of this letter, by signing this letter and returning it to Accounting@fatbeam.com. If you prefer, we are happy to arrange for electronic signature of this consent via DocuSign or other means.

By countersigning this letter, you acknowledge and agree that the Agreement shall remain in full force and effect in accordance with its terms following the execution of this consent and immediately after the closing of the Transaction, that the closing of the Transaction does not require any further consent from you under the Agreement, that the closing of the Transaction shall not create or constitute a breach, default or event of default under the Agreement, and that the Agreement shall not be terminated nor shall the terms thereof be modified solely by reason of the Transaction. We would appreciate your response as soon as possible.

Please do not hesitate to contact us if you have any questions or wish to discuss this matter further.

Best regards,

DocuSigned by:

Dusti Burmeister

D18B7CCED92B433...

Name: Dusti M. Burmeister

Title: CFO

CONSENTED TO AND AGREED:

City of Coeur d'Alene

Name:

Title: